requires great care on the part of the professor to prevent the students in their eagerness from carrying the discussion into too great detail, and so from wandering from the main points. To the value of such a training all will bear witness who have ever experienced it. Not the least advantage of such a system are the pleasant and cordial relations established between teacher and pupil.

The Harvard Law School is no longer an experiment, — it is an assured success, and its methods deserve to be carefully studied by all who have the cause of legal education at heart.

THE LAW SCHOOL.

CLUB COURTS.

SUPERIOR COURT OF THE AMES-GRAY.

Grain Elevator Cases. — Doctrine of Tenancy in Common in Sales from a Bulk. — Intention.

A warehouseman being the owner of wheat in bulk sold a portion, giving the buyer a sold note and a warehouse receipt. The buyer having become insolvent before any appropriation of the wheat was made, the warehouseman refused to deliver on the application of the buyer's assignee. — Trover.

The intention of the parties at the time of the making of the bargain was clearly that a property in the flour should pass. This was evidenced by the giving of the warehouse receipt, and by the payment thereunder of warehouse dues. If we follow the English law, which holds that separation is necessary in order that there should be any sale, we necessarily defeat this intention; and where, as in a case like the present, there can be no advantage from the privilege of separation or selection, it does not seem that such a rule should be applied.

It conforms as nearly as may be with the intention of the parties to say that the buyer, in such a case as this, purchases a proportionate interest in the whole bulk, and that he thereby becomes a tenant in common with the seller. It has, however, been strenuously objected to the application of this doctrine that the parties did not intend to become tenants in common when they entered into the contract. It is true they may not have had this exact intention, but they certainly did intend that the flour should belong to the buyer. The prime thing for the law to look at is the intention of the parties in regard to the ultimate result of the transaction, and not what they may have intended to be the means of reaching that result. If the ultimate result can only be reached by one legal method, it would seem better that the courts should not concern themselves with the question whether or not the parties intended that that method should be employed.[1] *Judgment for the plaintiff.*[2]

1 *Chapman* v. *Shepard*, 39 Conn. 413, 425.

2 The earliest cases in which this doctrine of tenancy in common was applied were *Kimberly* v. *Patchin*, 19 N.Y. 330, and *Pleasants* v. *Pendleton*, 6 Rand. (Va.) 473. Among the recent cases following *Kimberly* v. *Patchin* are *Newhall* v. *Langdon*, 39 O St. 87; *Gray* v. *Holland*, 37 Ark. 483; *Phillips* v. *Moor*, 71 Me. 78; *Russell* v. *Carrington*, 42 N.Y. 118; *Chapman* v. *Shepard*, 39 Conn. 413; *Watt* v. *Hendry*, 13 Fla. 523; *Smith* v. *Friend*, 15 Cal. 124; *Hurff* v. *Hires*, 40 N. J. L. 581; *Bank* v. *Hibbard*, 48 Mich. 118; *Hoffman* v. *King*, 58 Wis. 314; *Grimes* v. *Cannell*, 36 N.W. Rep. 479 (Neb.) Some recent cases are, however, *contra*: 90 Ind. 268 : 64 Tex. 218; 59 N.H. 487; 14 Bush (Ky.), 555; 42 Ala. 484; 51 Pa. St. 66; and 11 Iowa, 32.
See "Grain Elevators," 6 Am. Law Rev. 450.